OpenTable

PRODUCT & SERVICES ORDER FORM

Account Information

Account Name	Arrowhead Restaurant and Bar	Restaurant Address	26W151 Butterfield Rd Wheaton Illinois, 60189-8937 United States

Quote Terms

Quote Number	00507670	Prepared By	Todd Gunderson
Created Date	08/22/2019	E-mail	tgunderson@opentable.com
Prices Quoted Valid Until	09/21/2019		

MONTHLY SYSTEM & SOFTWARE RENTAL FEES

Product	Product Code	List Price	Qty.	Discount (Temp)	Discount (Perm)	Total Price
OpenTable System (Guest Center)	SYS010	USD 249.00	1	249.00 (2 mos.)*		USD 249.00
				TOTAL MONTHLY FEES:	USD	249.00

Monthly Fees Note: Monthly subscription fee waived for the first 2 months

ONE-TIME FEES

Product	Product Code	List Price	Qty.	Discount (Temp)	Discount (Perm)	Total Price
Guest Center Setup / Training	SAC012	USD 795.00	1		795.00	USD 0.00
				SUBTOTAL:	USD	0.00
				TAXABLE AMOUNT:	USD	0.00
				TOTAL TAX:	USD	0.00
				TOTAL ONE-TIME FEES:	USD	0.00

One-Time Fees Note: Set up and installation fee waived.

ONLINE COVER FEES

Product	Product Code	List Price	Qty.	Discount (Temp)	Discount (Perm)	Total Price
Guests Seated from the OpenTable Diner Network	COVERS014	USD 1.00	TBD			USD 1.00
Guests Seated from Online Reservations on your Website	COVERS015	USD 0.25	TBD			USD 0.25

SUMMARY

TOTAL MONTHLY FEES:	USD	249.00
TOTAL ANNUAL FEES:	USD	0.00
TOTAL ONE-TIME FEES:	USD	0.00

SIGNATURES

With signature below, Client understands and agrees that, after a site survey of Client's restaurant is conducted and/or set-up process has begun, additional charges may be incurred. These charges will be billed at cost with no additional mark-up. Such charges may include, but are not limited to the following: 1. Additional DSL or connectivity charges, 2. Other services as indicated in the Service Agreement, 3. Sales tax based on client's location.
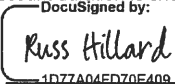
Online Waitlist: the terms and conditions at www.opentable.com/RestTermsOnlineWaitlist (including, without limitation, cover fees for online waitlist requests) apply to the extent OpenTable makes online waitlist functionality available to Client. It is at the Client's option to use online waitlist functionality.

All invoices will be delivered electronically.

Monthly fees are billed from the date of system installation

* Client must use a special referral ID on their website in order to qualify for discounted cover pricing. Instructions are available from OpenTable.

* Temporary discount duration is shown in brackets.

Signature: _Russ Hillard_
DocuSigned by:
1D77A04ED70E409

Print Name: Russ Hillard

Title: Food & Beverage Director

Date: 10 September 2019

OPENTABLE GUESTCENTER CLIENT AGREEMENT

BY PLACING AN ORDER, COMPLETING THE REGISTRATION PROCESS, CLICKING TO ACCEPT THIS AGREEMENT OR ACCESSING, DOWNLOADING OR USING ANY ELEMENT OF GUESTCENTER, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, DOWNLOAD OR USE GUESTCENTER.

This OpenTable GuestCenter Client Agreement (this "Agreement") is entered into by and between OpenTable, Inc., a Delaware corporation, with its principal place of business at 1 Montgomery St., Suite 700, San Francisco, California 94104 ("OpenTable"), and the entity placing an order for or accessing, downloading, or using GuestCenter ("Client" or "you"). The "Effective Date" of this Agreement is the earliest of the date on which Client first places an Order (as defined below), clicks to accept this Agreement or otherwise registers for, accesses or uses GuestCenter.

This Agreement permits Client to order GuestCenter through one or more executed order or intake forms referencing this Agreement or online through a registration page or order flow (in each case, an "Order"). The Order will identify the restaurant(s) for which GuestCenter is permitted to be used ("Restaurant(s)"). In addition to the terms below, each Order is deemed part of this Agreement to the extent it covers OpenTable products and services with respect to GuestCenter. Each party expressly agrees that this Agreement is legally binding upon it. Client understands and agrees that OpenTable may modify this Agreement from time to time as permitted in Section 13.8 (Changes to Agreement) below. This Agreement is divided into two parts. Part 1 describes the terms that govern your use of GuestCenter. Part 2 explains each party's obligations under OpenTable's service policy for GuestCenter. If you are an individual accepting on behalf of Client, you represent and warrant that (i) you are of legal age to form a binding contract and have full legal authority to bind Client to this Agreement, (ii) you have read and understand this Agreement and (iii) you agree, on behalf of the Client, to this Agreement.

PART 1: TERMS AND CONDITIONS

1. Definitions.

"OpenTable Hardware" means the hardware systems or devices, if any, to be provided by OpenTable pursuant to an Order.

"OpenTable Network" means the proprietary OpenTable online restaurant reservation network (or any successor network) consisting of opentable.com and any other websites, wireless platforms or applications owned or operated (in whole or in part) by OpenTable or its affiliates, and any third party partner websites, platforms or services in relation to which OpenTable or its affiliates enter into agreements from time to time.

"OpenTable System" or "GuestCenter" means OpenTable's system that enables reservation and table management capabilities with respect to each Restaurant subject to this Agreement, as specified in the applicable Order, as made available through: (a) the Restaurant-facing features and functionality of the OpenTable Network, (b) the OpenTable Software, and (c) the OpenTable Hardware (if applicable).

"OpenTable Software" means the object code version of OpenTable's proprietary software provided to Client, which may consist of one or more applications or modules and may include desktop, mobile or other software, and any updates thereto as may be provided by OpenTable.

2. Licenses and Support.

2.1. OpenTable System License.

2.1.1. License Grant. Subject to the terms and conditions of this Agreement, OpenTable hereby grants Client a non-exclusive, nontransferable, nonsublicensable, revocable license to use the OpenTable System during the applicable Restaurant Term, but only in connection with the applicable Restaurant's authorized access to and promotion on the OpenTable Network and management of customer reservations and tables at such Restaurant.

2.1.2. Restrictions. Client agrees not to and agrees not to permit any third party to: (a) copy, modify or make derivatives of, reverse engineer, disassemble, decompile or otherwise attempt to discover any portion of the source code or trade secrets of the OpenTable System (except to the extent such prohibition on reverse engineering is prohibited by law, and then only upon advance notice to OpenTable); (b) distribute, sell, sublicense, rent, or lease the OpenTable System, or otherwise provide third parties with use of the OpenTable System; (c) remove, obscure or alter any notice of any copyright, trademark, patent or other proprietary right related to the OpenTable System; (d) publicly disseminate performance information or analysis regarding the OpenTable System; (e) use any deep-link, robot, spider, scraper or other automatic or manual device, process or means to access, copy, search or monitor any portion of the OpenTable System, except as expressly authorized by OpenTable; (f) take any action that imposes or may impose (in OpenTable's sole determination) an unreasonable or a disproportionately large load on the OpenTable System; (g) utilize any device, software or routine that will interfere or attempt to interfere with the functionality of the OpenTable System; (h) use any portion of the OpenTable System to provide, or incorporate any portion of the foregoing into, any product or service provided to a third party; or (i) use the OpenTable System except as expressly permitted hereunder. For clarity, this Agreement does not grant Client any rights to access or use any OpenTable system, websites or data other than the OpenTable System and OpenTable Data as expressly permitted hereunder.

2.1.3. OpenTable EULAs. Certain OpenTable Software may be provided with an End User License Agreement that applies specifically to such software ("OpenTable EULA"). Client hereby agrees to any such OpenTable EULA designated by OpenTable at or prior to the time of Client's order. Any OpenTable EULA will apply solely in relation to Client's use of the OpenTable Software itself except as expressly provided therein. In event of any conflict between this Agreement and any OpenTable EULA, the OpenTable EULA will control solely with respect to its subject matter and this Agreement will control in all other cases.

2.2. Setup, Training and Support. OpenTable will provide setup, training and support services for the OpenTable System in accordance with its standard internal policies and as further described in Part 2, Service Policy, below. Client may use deliverables or work product provided by or on behalf of OpenTable in connection with such services ("Deliverables") solely in support of Client's permitted use of the OpenTable System and subject to the same terms and conditions as apply to the OpenTable System hereunder.

2.3. Promotion and Online Reservations; Use of Client Listing Materials. OpenTable will place listings for Client's Restaurant(s) on the OpenTable Network and will allow users of the OpenTable Network ("Users") to make online reservations at the Restaurant(s). During the applicable Restaurant Term(s), OpenTable may copy, distribute, publicly display and perform, and reformat Client Listing Materials for purposes of promoting and making available reservations for Client's Restaurants that are on the OpenTable Network. All goodwill arising from use of Client Listing Materials will inure to the benefit of Client. "Client Listing Materials" means trademarks, trade names, business names, logos, descriptions, menus and/or photographs of Client's Restaurant(s).

2.4. Hardware-Specific Terms. All OpenTable Hardware, if any, is leased to Client, not sold. All title to the OpenTable Hardware, if any, remains with OpenTable, and Client will not permit the OpenTable Hardware, if any, to become subject to any liens or security interests. For clarity, "OpenTable Hardware" does not include hardware systems or devices procured by Client from any third party supplier.

3. Data. During the applicable Restaurant Term, OpenTable will provide Client with certain OpenTable Data as permitted under OpenTable's then-current OpenTable Privacy Policy (currently located at http://www.opentable.com/info/privacypolicy.aspx) (the "OpenTable Privacy Policy"). Subject to the terms and conditions of this Agreement (including the representations and warranties in Section 4.4 (Representations and Warranties), Client may use such OpenTable Data as OpenTable may provide for its lawful business purposes. "OpenTable Data" means data related to Users and Users' reservations at Client's Restaurants that OpenTable makes available to Client through the OpenTable System. Subject to the terms and conditions of this Agreement, OpenTable may use any Client Data provided by Client for OpenTable's lawful business purposes. "Client Data" means Restaurant schematic information, reservation information and similar data submitted by Client to the OpenTable System, but excluding OpenTable Data. As between the parties, Client shall retain all right, title and interest (including any and all intellectual property rights) in and to the Client Data as provided to OpenTable. During the thirty (30) day period after the Term ends, provided that Client is current in all payments, Client will have the opportunity to request that OpenTable export or download for Client the Client Data and OpenTable Data in Client's account of the OpenTable System.

4. Client's Obligations.

4.1. Registration and Login Information; Responsibility for Employees. All information Client provides to OpenTable to establish or maintain its OpenTable System account must be true, accurate, current and complete. Such information may include physical address, email address, phone number and other information as OpenTable may reasonably request. Client will limit use of the OpenTable System to its authorized employees acting on its behalf to support its authorized use of the OpenTable System, be responsible for such employees' compliance with this Agreement and not grant access to the OpenTable System to any other third party. Client must, and must require its employees to, keep all login and password information for the OpenTable System strictly confidential and not share such information with any unauthorized person. Client will be responsible for all actions taken through Client's account for the OpenTable System, and Client agrees to immediately notify OpenTable of any unauthorized use of its account or any other breach of security related to its use of the OpenTable System. To the extent Client wishes to grant third-parties, including service providers (each a "Third Party Recipient") access to GuestCenter (including the GuestCenter Administrator Console) or any other OpenTable systems, or websites, any such Third-Party Recipient must enter into a separate agreement with OpenTable.

4.2. OpenTable Service Policy; Online Reservations. Client agrees to the OpenTable Service Policy in Part 2. Client agrees to accept online reservations processed through the OpenTable Network and honor those reservations in accordance with the Client Responsibilities provisions in Part 2.

4.3. Client Responsibilities for OpenTable System. Client shall be fully responsible for any loss or damage that occurs to the OpenTable System while in Client's possession and agrees to take reasonable steps to protect the OpenTable System from theft, damage, deterioration or loss. If an OpenTable System is damaged, stolen or lost, Client will be responsible for the costs of repair or replacement. Client will also remain responsible for all applicable rental fees, provided that OpenTable has provided a repaired or replacement unit. OpenTable recommends that Client obtain adequate property damage and public liability insurance covering the OpenTable Hardware and its use during the Term of this Agreement.

4.4. Representations and Warranties. Client represents, warrants and covenants to OpenTable that (a) it has the requisite right, power and authority to enter into this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated by this Agreement; (b) this Agreement has been accepted by Client and constitutes a legally valid and binding obligation of Client, enforceable against Client in accordance with its terms; (c) Client owns or controls the Restaurant(s) and shall be responsible for the Restaurant(s)' compliance with this Agreement; (d) in its access or use of the OpenTable System and access or use of the OpenTable Data, Client will comply with all applicable foreign, federal, state and local laws and regulations, including without limitation laws relating to access, transfer, sales or use of data, including personal data, the CAN-SPAM Act of 2003 and the Telephone Consumer Protection Act of 1991 (collectively, "Laws"), Client's applicable privacy policy and the OpenTable Privacy Policy; (e) to the extent Client shares or provides any OpenTable Data to any Third Party Recipient, Client shall remain responsible for such Third Party Recipient's use of such data in accordance with this Agreement; and (f) Client has all necessary rights, consents and permissions to provide all Client Data and Client Listing Materials to OpenTable and grant the rights granted by Client herein, and the exercise of OpenTable's rights to Client Data and Client Listing Materials as contemplated herein will not violate or infringe any Laws, third party intellectual property right, right of privacy or right of publicity or any applicable privacy policy of Client.

5. Indemnity by Client. Client will indemnify, defend (at OpenTable's option) and hold harmless OpenTable, its affiliates and their respective employees, directors, officers, employees, representatives and agents ("OpenTable Indemnified Parties") from and against any claim brought or threatened by a third party arising from: (a) Client's breach of any provision, warranty or representation in this Agreement; (b) Client's willful acts or omissions, negligence, or other similar wrongdoing; or (c) Client's failure to comply with any Laws. Client will pay all costs (including, but not limited to, court costs and reasonable attorneys' fees and costs), damages, losses, liabilities, expenses, penalties, judgments and settlements incurred by the OpenTable Indemnified Parties, or which the OpenTable Indemnified Parties otherwise become subject to, in connection with or arising from any such claim. Client may not settle any such claim without OpenTable's prior written consent. OpenTable may assume the defense of any such claim at its option and Client's expense, but this shall not limit Client's other obligations under this Section 5.

6. Payment. Client agrees to pay OpenTable in accordance with the applicable Order. One-time "Setup and activation Fee(s)" are due upon the Effective Date of this Agreement, and monthly billing for all other fees by OpenTable shall commence upon the date of setup of the OpenTable System at each applicable Restaurant. All recurring fees are billed monthly in advance, except Cover Fees, which are billed monthly in arrears. "Cover Fee" means the fee charged by OpenTable for each reservation at a Restaurant made through the OpenTable Network, as specified in the applicable Order. Cover Fees are not payable for parties that fail to show up for a reservation, but only if Client designates the reservation as a "no show" through the OpenTable System (as further described in Part 2). Client agrees to make payment by either ACH/direct debit or credit card, pursuant to the payment instructions provided by Client to OpenTable in the form requested by OpenTable. If Client opts to pay by any other method, Client agrees to pay an additional twenty dollars ($20.00) per month payment processing fee. Client also understands and agrees that Client may be responsible for additional charges delineated on the Order(s), if applicable. In addition, Client understands and agrees that OpenTable may, with respect to each Restaurant, after the Restaurant Initial Term (as defined below), and in its sole discretion, modify the prices listed on the Order(s). OpenTable will use reasonable efforts to provide sixty (60) days written notice prior to any such modification. Invoice payment terms are net thirty (30) days.

6.1. Late Payments. Any amounts not paid when due under this Agreement will bear interest at the rate of one and a half percent (1.5%) per month or the highest rate permitted by law, whichever is less, computed and compounded daily from the date due until the date paid. Late payments may result in an immediate suspension of services.

6.2. Taxes. Client acknowledges and agrees that all applicable taxes associated with the OpenTable System and the use thereof, and any other products and services sold, rented or provided by OpenTable hereunder, with the exception of income taxes, will be the sole responsibility of Client and billed in addition to any other fees due OpenTable. All fees set out in Order(s) are exclusive of VAT and other sales and use taxes. Client must pay any applicable taxes upon presentation of an appropriate invoice. In addition, Client agrees to pay, and to indemnify and hold OpenTable harmless from, any sales, use, excise, import or export, value added or similar tax or duty not based on OpenTable's income, as well as the collection or withholding thereof, including penalties and interest, and all government permit or license fees and all customs and similar fees levied upon the delivery of the OpenTable System(s) and the use thereof, and any other products and services sold, rented or provided by OpenTable under the Agreement, and any costs associated with the collection of any of the foregoing items.

6.3. Credit Terms. Client shall pay an administrative fee of twenty-five dollars ($25.00) for any returned check or for any rejected credit card charge or for any rejected automatic bank account debit. OpenTable reserves the right to switch Client to a non-automatic payment method following any rejected credit card charge or any rejected automatic bank account debit, and Client understands and agrees that Client will incur an additional twenty dollars ($20.00) per month payment processing fee if Client is switched to a non-automatic payment method.

6.4. Credits and Debits. OpenTable may, in its sole discretion, complete an Internet reservation reconciliation and issue credits and debits as necessary to resolve any discrepancies between these reconciliations and initial reservation information reported through the OpenTable Network.

7. Ownership. OpenTable is, and will remain, the owner of the OpenTable System, OpenTable Network, OpenTable Data, any aggregate data based on Client Data that does not contain personally identifiable or Client specific information, Usage Information (as defined below), all Deliverables and any other data as may be collected through the OpenTable Network, any modifications, improvements or derivative works of the foregoing (including as may incorporate Feedback, as defined below), and all patents, copyrights, trademarks, service marks, trade secrets and other proprietary or intellectual property rights, whether registered, unregistered, known or unknown, associated with any of the foregoing ("OpenTable Technology"). Nothing herein limits OpenTable's use of the OpenTable Technology in any manner. Client will take such actions as OpenTable may reasonably request to confirm OpenTable's ownership of the OpenTable Technology. Except as expressly provided in this Agreement, no right, title or interest therein or thereto will be transferred to Client hereunder, irrespective of any use of the words "purchase", "sale" or any similar terms. Client, from time to time, may submit comments, information, questions, data, ideas, description of processes, or other information to OpenTable ("Feedback"). OpenTable may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. Client further agrees that OpenTable may collect usage and technical information regarding Client's use of the OpenTable System, including without limitation Client's IP address and approximate geographic location, hardware and device information (e.g. carrier, operating system and type) and records regarding features of the OpenTable System used and session length ("Usage Information") and may use Usage Information for any lawful business purpose.

8. Term; Termination.

8.1. Term. The term of this Agreement commences on the Effective Date and, unless terminated earlier as expressly provided herein, shall continue until the end of all Restaurant Term(s) (as defined below) (the "Term"). Each Restaurant shall be subject to this Agreement beginning on the date a Restaurant is subject to an Order until the date that is twelve (12) months after the date the OpenTable System is setup at such Restaurant (each, a "Restaurant Initial Term"). Upon the expiration of the applicable Restaurant Initial Term, the Agreement (and each Order) shall automatically renew with respect to the applicable Restaurant for additional one (1) month periods until either party provides the other party with at least thirty (30) days prior written notice of termination of this Agreement or that such Restaurant shall no longer be subject to this Agreement (each renewal period, a "Restaurant Renewal Term" and together with the applicable Restaurant Initial Term, the "Restaurant Term").

8.2. Termination. If Client wishes to terminate this Agreement or requests that a Restaurant no longer be subject to this Agreement without Cause (as defined below) prior to the end of any applicable Restaurant Initial Term, Client may do so, provided Client provides thirty (30) days prior written notice to OpenTable, and Client pays, within such thirty (30) day period, and with respect to each Restaurant which would no longer be subject to this Agreement, all remaining monthly fees applicable to any remaining portion of any Restaurant Initial Term applicable to such Restaurant(s). Either party may terminate this Agreement (or any individual Order) immediately by giving the other party written notice of termination in the event that the other party: (a) becomes insolvent; (b) files a petition in bankruptcy or any other law for the relief of, or relating to, debtors; (c) makes an assignment for the benefit of its creditors; (d) ceases to carry on its business or passes a resolution for its liquidation, dissolution or winding up; or (e) breaches any of its obligations under this Agreement in any material respect, which breach is not cured within thirty (30) days after the breaching party receives written notice of such breach from the non-breaching party (each such event shall constitute "Cause"). Without limiting the foregoing, in the event that Client has failed to pay any amount due hereunder within thirty (30) days following the due date for such payment, OpenTable may immediately terminate this Agreement. Notwithstanding anything to the contrary in this Agreement, OpenTable may suspend use of GuestCenter or terminate this Agreement immediately if OpenTable determines such action is necessary in order to comply with Laws or determines that continuing under this Agreement could result in legal or business liability or cause material harm to its products, services, reputation or Users.

8.3. Cancellation Prior to Setup. If Client wishes to cancel or reschedule setup of the OpenTable System, Client must notify OpenTable seven (7) days before the agreed upon setup date or will be subject to a non-refundable two hundred and fifty dollar ($250) cancellation fee, in addition to any travel expenses incurred by OpenTable for the setup.

8.4. Effect of Termination. Upon the expiration or termination of the Agreement for any reason: (a) the license(s) to the OpenTable System granted by OpenTable to Client hereunder will immediately terminate; (b) Client will delete any login and password information for all components of the OpenTable System and if applicable, return all OpenTable Hardware to OpenTable in compliance with OpenTable's reasonable instructions (and failure to return OpenTable Hardware will result in assessment of applicable charges pursuant to OpenTable's policies); (c) the rights and obligations of the parties under Sections 3 (Data), 5 (Indemnity by Client), 6 (Payment; inclusive of all subsections), 7 (Ownership), 8.4 (Effect of Termination), 9 (Warranty Disclaimer), 10 (Limitation of Liability), 11 (Confidentiality), 12 (Indemnity by OpenTable) and 13 (General) will survive such expiration or termination; and (e) any amounts still due to OpenTable shall be immediately due and payable and continue to bear interest in accordance with Section 6.1.

9. Warranty Disclaimer. THE OPENTABLE SYSTEM, OPENTABLE NETWORK AND ANY DELIVERABLES OR SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE." OPENTABLE MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE OPENTABLE SYSTEM, THE OPENTABLE NETWORK, DELIVERABLES OR SERVICES, AND OPENTABLE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE OPENTABLE SYSTEM, THE OPENTABLE NETWORK AND ALL DELIVERABLES OR SERVICES (INCLUDING WITHOUT LIMITATION THOSE RELATED TO SETUP, CONNECTIVITY AND WIRING) PROVIDED HEREUNDER BY OPENTABLE OR ANY THIRD PARTY VENDOR SELECTED BY OPENTABLE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. OPENTABLE DOES NOT WARRANT THAT CLIENT'S USE OF THE OPENTABLE SYSTEM OR OPENTABLE NETWORK WILL BE UNINTERRUPTED OR ERROR-FREE, THAT OPENTABLE WILL REVIEW THE CLIENT DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE CLIENT DATA WITHOUT LOSS. OPENTABLE SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF OPENTABLE.

10. Limitation of Liability. OPENTABLE WILL NOT BE LIABLE TO CLIENT FOR (1) ANY INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR (2) ANY LOSS OF PROFIT, REVENUE, DATA, BUSINESS OR USE ARISING OUT OF THIS AGREEMENT. IN NO EVENT WILL OPENTABLE'S CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY RELATED CAUSE OF ACTION, EXCEED THE TOTAL AMOUNTS PAID BY CLIENT TO OPENTABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE INITIAL CLAIM FOR WHICH DAMAGES ARE RECOVERED HEREUNDER. CLIENT UNDERSTANDS AND AGREES THAT THE FOREGOING LIMITATIONS ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. The parties agree that

the limitations specified in Section 9 (Warranty Disclaimer) and this Section 10 (Limitation of Liability) will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. Confidentiality. Any confidential or proprietary information of either party, whether of a technical, business or other nature, including, but not limited to trade secrets, know-how, technology and information relating to customers, business plans, promotional and marketing activities, finances and other business affairs, (collectively, "Confidential Information") disclosed to the recipient party by the disclosing party in connection with this Agreement will be treated by the recipient party as confidential and proprietary, provided that it is marked at time of disclosure as confidential or proprietary or is of such a nature that a reasonable business person would consider it confidential or proprietary. The terms and conditions of this Agreement (including, without limitation, pricing), the OpenTable Technology, and any performance information regarding the OpenTable System or OpenTable Network are all deemed Confidential Information of OpenTable. Unless specifically authorized by the disclosing party or in order to exercise its rights under this Agreement, the recipient party will: (a) not disclose such Confidential Information to any third party (other than as set forth in this Section, below); and (b) otherwise use reasonable precautions to protect such Confidential Information from unauthorized use and disclosure, including, without limitation, all precautions it uses to protect its own Confidential Information of a similar nature. Without limiting the express restrictions in this Agreement, including under Sections 4.1 (Registration and Login Information; Responsibility for Employees) and 2.1.2 (Restrictions), any employee, contractor, agent or advisor given access to any Confidential Information must have a legitimate "need to know" in order to perform a party's obligations or exercise its rights under this Agreement and the recipient party shall remain responsible for each such person's compliance with the terms of this Agreement. The obligations set forth in this paragraph will not apply to any information that: (i) was already known to the recipient party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing party; (ii) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the recipient party; (iii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the recipient party in breach of this Agreement; (iv) was disclosed to the recipient party, other than under an obligation of confidentiality, by a third party who had no obligation to the other party not to disclose such information to others; or (v) was developed independently by the recipient party without any use of Confidential Information. Notwithstanding the foregoing, the recipient party may make disclosures to the extent required by Law, rule, stock exchange rule, subpoena, governmental proceeding or court order.

12. Indemnity by OpenTable. OpenTable agrees to (a) defend Client, and its officers, directors, employees, representatives and agents, from and against any and all third party claims alleging that the OpenTable System when used by Client as authorized under this Agreement infringes or misappropriates such third party's United States patent, copyright, trademark or other proprietary right and (b) pay all costs and damages awarded against Client or agreed in settlement by OpenTable (including court costs and reasonable attorneys' fees and costs) in relation to such claim, provided that Client (i) promptly notifies OpenTable in writing of any such claim (and in any event provides notice in sufficient time for OpenTable to respond without prejudice), (ii) promptly tenders to OpenTable exclusive control of the defense and any settlement of such claim and (iii) provides reasonable cooperation and assistance to OpenTable in the defense or settlement of any such claim. If Client's use of the OpenTable System is (or in OpenTable's opinion is likely to be) enjoined, if required by settlement or if OpenTable determines such actions are reasonably necessary to avoid material liability, OpenTable may, in its sole discretion: (x) substitute for the OpenTable System substantially functionally similar programs and documentation; (y) procure for Client the right to continue using the OpenTable System; or if (x) and (y) are not commercially reasonable, (z) terminate this Agreement and refund to Client the fees paid by Client for the portion of the Restaurant Term(s) which was paid by Client but not rendered by OpenTable. The foregoing obligations of OpenTable shall not apply: (1) if the OpenTable System is modified by any party other than OpenTable; (2) if the OpenTable System is combined with products or processes not provided or authorized by OpenTable; (3) to any unauthorized use of the OpenTable System; (4) to any unsupported release of the OpenTable Software or any third party or open source code; or (5) if Client settles or makes any admissions with respect to a claim without OpenTable's prior written consent. THIS SECTION 12 SETS FORTH OPENTABLE'S AND ITS SUPPLIERS' SOLE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

13. General.

13.1. Governing Law. This Agreement will be construed in accordance with the laws of the State of California, USA without reference to its choice of law provisions and without regard to the United Nations Convention on the International Sale of Goods. The Federal and State courts located in the County of San Francisco, California will be the exclusive venue for any claim or dispute between the parties or against any agent, employee, successor, or assign of the other, whether related to this Agreement or otherwise and the parties hereby consent to the personal jurisdiction of those courts for such purposes. The prevailing party in any dispute under this Agreement will be entitled to its costs and reasonable attorneys' fees.

13.2. Force Majeure. OpenTable will not be liable to Client in any way whatsoever for any failure or delay in performance of any of its obligations under this Agreement arising out of any event or circumstance beyond the reasonable control of OpenTable.

13.3. Other. The parties are independent contractors. Nothing in this Agreement will be construed to create any joint venture, partnership, franchise, or agency relationship between the Parties. Neither party has the authority, without the other party's prior written approval, to bind or commit the other party in any way. Neither this Agreement nor any rights and/or obligations hereunder (including, without limitation, the licenses granted hereunder) may be assigned, sold, transferred or delegated by Client without the prior written consent of OpenTable and any attempt to do so shall be null and void from the beginning. In the event that Client wishes to assign, sell, transfer or delegate (each, "Assign") this Agreement to another party, Client must request such consent from OpenTable at least fourteen (14) days prior to such assignment, sale, transfer or delegation (each, an "Assignment"). No Assignment will relieve Client of its payment obligations incurred prior to the date of the Assignment. For the avoidance doubt, OpenTable may Assign (whether by merger, operation of law or otherwise) this Agreement or any or all of its rights and/or obligations hereunder (including, without limitation, the licenses granted hereunder) at its sole discretion. All rights, benefits and protections of OpenTable under this Agreement also extend to all OpenTable affiliates. OpenTable shall be solely responsible for all of its obligations under this Agreement.

13.4. Notices. Except where another notice process is permitted herein (including in Section 13.8 (Changes to Agreement)), all notices required or permitted to be given under this Agreement must be sent to Client at any one of Client's addresses, facsimile numbers, or email addresses that have been provided to OpenTable and to OpenTable at 1 Montgomery St., Suite 700, San Francisco, California, USA 94104, Fax: 415.267.0937, Email: legal@opentable.com, Attention: General Counsel, and will be deemed effectively given: (a) upon delivery when personally delivered against receipt therefor; (b) upon delivery when sent by certified mail, postage prepaid, and return receipt requested; (c) upon transmission when transmitted by facsimile or other electronic transmission; or (d) upon delivery when sent by a nationally recognized overnight service with delivery confirmation.

13.5. No Waiver; Severability. The failure of either party to insist upon or to enforce strict performance of any provision of this Agreement, or to exercise any right or remedy under this Agreement, will not be interpreted or construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right or remedy in that or any other instance. If any provision of this Agreement shall be judged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

13.6. Headings; Construction. The headings to the clauses, sub-clause and parts of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Any ambiguity in this Agreement shall be interpreted equitably without regard to which party drafted the Agreement or any provision thereof.

13.7. Entire Agreement. Subject to Section 2.1.3 (OpenTable EULAs), this Agreement (including, without limitation, Parts 1 and 2), together with all Orders to the extent such Orders cover OpenTable products and services with respect to GuestCenter and payment instructions provided pursuant to Section 6 (which are

incorporated by this reference) sets forth the entire agreement, and supersedes any and all prior agreements, between the parties with respect to the subject matter hereof. No provision of any purchase order or other business form employed by Client will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

13.8. Changes to Agreement. Subject to the specific terms for pricing modifications in Section 6 (Payment) above, OpenTable may modify this Agreement from time to time and will provide reasonable notice of such modifications through an OpenTable website, email or other means as determined by OpenTable. As specified by OpenTable, some modifications may become effective upon the start of the next Restaurant Renewal Term for each applicable Restaurant. Alternatively, OpenTable may specify that a modification will become effective, following a reasonable notice period, during Client's then-current Restaurant Term; in this case, if Client does not agree to the modifications, Client's exclusive remedy will be to provide OpenTable with notice of termination of this Agreement (which notice must be given prior to the effective date of the modification specified by OpenTable) and to receive a refund from OpenTable of any unused recurring fees prepaid by Client for the terminated period of the then-current Restaurant Term. Client may be required to click to accept the modified terms in order to continue using the OpenTable System, and in any event continued use of the OpenTable System after the effective date of the modification will constitute Customer's acceptance of the modified terms. For new Restaurants added to this Agreement pursuant to an Order, the version of this Agreement in effect at the time such Order is entered shall apply.

13.9. Export Compliance. Client acknowledges that the OpenTable Software is subject to export restrictions by the United States government and import restrictions by certain foreign governments. Client shall not and shall not allow any third-party to remove or export from the United States or allow the export or re-export of any part of the OpenTable Software or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Client agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list.

13.10. Third-Party Code. The OpenTable Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open Source Software"). To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

PART 2: OPENTABLE SERVICE POLICY

SETUP AND ACTIVATION

An OpenTable Project Coordinator will walk Client through the setup and activation process.

Services included with the Setup and Activation fee:
- Assistance with Client's completion of a questionnaire that enables the optimal configuration of the OpenTable System. The questionnaire and associated confirmation discussion (by telephone or email) must be completed at least one week prior to the date of setup and activation and if it is not completed within such timeframe OpenTable may cancel setup and activation.
- Planning and coordination of OpenTable System setup and activation.
- Up to three (3) hours of training conducted on the day of setup and activation. Should Client refuse training or fail to have staff available for training on the day of setup and activation, OpenTable is not obligated to provide follow-up training.

The following are not provided by OpenTable and are solely the responsibility of Client:
- Activation, installation, and configuration of Restaurant computers, tablets, printers, Internet connectivity, Ethernet wiring, network equipment or WiFi connectivity.
- Installation costs incurred from third party Internet connectivity providers or networking professionals.
- Electrical work (e.g. extending electrical power to the host stand).
- Modifications to desk, host stand, or other mounting area for the OpenTable System.
- Supplemental work, which may be done on Client's Restaurant(s) premises by OpenTable employees if mutually agreed in writing by the parties, will be invoiced at a rate specified on the applicable Order. Third-party costs are passed on to Client.

NETWORK WIRING

OpenTable, at its discretion, may provide some assistance for minor wiring to supported, wired networks in order to accelerate the setup and activation of the OpenTable System(s). OpenTable staff may assist management at the Restaurant(s) in retaining a third party wiring professional, but OpenTable shall not assume responsibility for wiring work on Restaurant premises. Any internal or external wiring work at the Restaurant(s) shall be the responsibility of the Client.

WIRELESS ACCESS

Client understands and agrees that OpenTable is not and will not be responsible for the installation, configuration, maintenance, or troubleshooting of any wireless solution including, but not limited to, computers (desktop, laptop, netbook, or tablet), bridges, routers, and access points. Client shall provide its own technical support for any wireless solution. Client is responsible for ensuring that any wireless solution is secure. When configuring any wireless solution, OpenTable recommends that the broadcast of the service set identifier is disabled and that access to any wireless solution is restricted using the media access control address. Client agrees to use encryption protocols (WPA2 recommended) to secure any wireless solution.

INTERNET CONNECTIVITY

An Internet connection ("Connectivity") is necessary for consistent synchronization between the device(s) at any Restaurant and the OpenTable data center. Client is responsible for obtaining Connectivity from an Internet service provider. Client understands that although the OpenTable System may be used in an offline mode, it is the Client's responsibility to restore Connectivity to synchronize with the OpenTable data center. Client understands that online reservations will continue to be made even when running in an offline mode. It is the Client's responsibility to notify OpenTable support if online reservations need to be temporarily halted because the Client has lost Connectivity and cannot accommodate online reservations.

Client agrees to fully comply with OpenTable's current Internet Connection Requirements in order to ensure a proper connection to the OpenTable Network and for efficient support. If OpenTable is required to assist in either the installation or troubleshooting of Internet Connectivity, Client will incur an additional fee for this work at an hourly rate specified in the applicable Order.

Client agrees to be connected to the Internet and accept online reservations. If Client fails to implement Connectivity and/or accept online reservations, Client will be subject to the following charges:

- Availability Offline Surcharge. Client understands and agrees that if Client refuses to accept online reservations through the OpenTable Network when Connectivity is available, Client agrees to pay an availability offline surcharge. Client agrees to pay this additional monthly fee if Connectivity has not been implemented within sixty (60) days after the OpenTable System(s) have been set up.

- Support Surcharge. Client understands and agrees that if Client refuses Connectivity, Client agrees to pay a surcharge commensurate with the increased costs that OpenTable incurs in supporting a customer that is not reachable with remote software. Client agrees to pay this additional surcharge if Connectivity has not been implemented within sixty (60) days after OpenTable System has been set up.

TECHNICAL RESTRICTIONS

Client acknowledges and agrees that OpenTable System(s) may have technical restrictions as communicated by OpenTable from time to time.

CLIENT RESPONSIBILITIES

OpenTable depends on Client cooperation to enable us to provide the best possible service. To that end, Client specifically agrees to:
- Treat diners who book reservations online the same as those diners making reservations by phone or walking in.
- Ensure that all Client users of the OpenTable System are adequately trained and use the OpenTable System appropriately. This includes, without limitation, making reservations, seating parties, making configuration changes, honoring all online reservations, and using the cancel and no-show features carefully. When a party fails to show up for their reservation, designate the reservation as a "no show" in the system as this is the only way Client will be credited for the "no show". Never "no-show" a party when the diners did arrive and dine at the Restaurant. In any instance where a Client disputes a confirmed reservation, Client must submit any all claims to OpenTable prior to the end of the month following receipt of the invoice which references the disputed reservation. OpenTable reserves the right to audit Client in the event that there is a dispute arising out of a reservation.
- Make all tables at each Restaurant not set aside for walk-ins or preferred customers accessible on the OpenTable System.

- Keep the OpenTable System updated to accurately reflect all temporary closures (e.g. holidays or remodeling) or periods when the Restaurant(s) is/are not accepting reservations for certain time slots made available to Users on the OpenTable Network.
- Be available for staff training on the OpenTable System(s). Client agrees to bring as much of its Restaurant staff together as it can to make training more efficient and to train new Restaurant staff as they are hired.
- Ensure connectivity and synchronization of the OpenTable System as requested by OpenTable.
- Use the OpenTable System in accordance with any documentation provided by OpenTable from time to time. This includes, without limitation, utilizing all provided guidelines, tips, techniques, and other documented resolutions as well as "help" functions within the OpenTable System as initial attempts to resolve problems. Helpful information may also be found at restaurant.opentable.com.
- Accept rewards made available to diners pursuant to any OpenTable loyalty or rewards program that are intended to be redeemed at your restaurant(s).
- Client agrees to review all SMS, faxes, emails and mailed materials sent from OpenTable regarding management of Client's account.
- Maintain Restaurant Connectivity and cooperate with OpenTable and ISP staff in efforts to restore Connectivity.
- Not input sensitive customer information into the OpenTable System (including, without limitation, credit card data).

SUPPORT

Client may call 1-800-OPENTABLE for basic functionality support for the OpenTable System. OpenTable is unable to guarantee that all errors or issues with the OpenTable System will be resolved.

OpenTable

AMENDMENT TO CLIENT AGREEMENT
(NEW CLIENT GUEST CENTER SIX MONTHS)

WHEREAS, OpenTable and Client are entering into that certain Guest Center Client Agreement (the "Client Agreement");
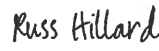
WHEREAS, the parties wish to amend the terms of the Client Agreement through this amendment ("Amendment"); and

NOW, THEREFORE, in consideration of the mutual agreements herein contained and good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OpenTable and Client agree as follows with respect to the Client Agreement:

1. All capitalized terms in this Amendment that are not otherwise defined herein shall have the meaning given them in the Client Agreement.

2. The second sentence of Section 8.1 (Term) is deleted in its entirety and replaced with the following:

    Each Restaurant shall be subject to this Agreement beginning on the date a Restaurant is subject to an Order until the date that is six (6) months after the date the OpenTable System is setup at such Restaurant (each, a "Restaurant Initial Term").

3. This Amendment shall be effective on the Effective Date set forth in the OpenTable Client Intake Form executed by Client.

4. Each party represents, warrants and covenants to the other party that: (a) it has the full power and authority to enter into this Amendment, to perform its obligations hereunder and to consummate the transactions contemplated by this Amendment; and (b) this Amendment has been duly executed and delivered by it and constitutes a legally valid and binding obligation, enforceable against it in accordance with its terms.

5. Except as expressly modified by this Amendment, the Client Agreement shall remain in full force and effect in accordance with its terms.

6. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, and both such counterparts shall constitute one instrument. Facsimile and electronic signatures and signatures in .pdf format shall be binding.

IN WITNESS WHEREOF, Client, intending to be bound by the terms of this Amendment has caused this Amendment to be executed.

Client

Signature: _Russ Hillard_
DocuSigned by:
1D77A04FD70E409...

Name: Russ Hillard

Title: Food and Beverage Director

Email: rhillard@wheatonparks.org

Date: 10 September 2019

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OpenTable

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IN WITNESS WHEREOF, Client, intending to be bound by the terms of this Amendment has caused this Amendment to be executed.

Client

Signature: *Russ Hillard*
1D77A04FD70E409...

Name: Russ Hillard

Title: Food and Beverage Director

Email: rhillard@wheatonparks.org

Date: 10 September 2019

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AMENDMENT 201601 – US GC 6 Months